

United States Bankruptcy Court
Southern District of New York

In re:

LEHMAN BROTHERS HOLDINGS INC, et al.,

Chapter 11

Case No. 08-13555 (JMP)

Jointly Administered

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111 (a). Transferee hereby gives notice pursuant to Rule 3001(e) (2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

Contrarian Funds, LLC

Name of Transferee

Name and address where notices
to transferee should be sent:

Contrarian Funds, LLC
411 West Putnam Ave., Ste. 425
Greenwich, CT 06830
Attention: Alisa Mumola
Telephone: 203-862-8211
Email: amumola@contrariancapital.com

**Merrill, Lynch, Pierce Fenner
& Smith, Incorporated**

Name of Transferor

Name and Current Address of Transferor

Merrill, Lynch, Pierce Fenner
& Smith, Incorporated
214 North Tryon Street, 15th Floor
Charlotte, NC 28255

Proof of Claim #: 45145

I declare under penalty of perjury that the information provided in this notice
is true and correct to the best of my knowledge and belief.

By: _____/s/ **Alisa Mumola**_____

Date: _____**May 21, 2013**_____

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 & 3571.

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Merrill Lynch Pierce, Fenner & Smith, Incorporated** (“**Seller**”) hereby unconditionally and irrevocably sells, transfers and assigns to **Contrarian Funds, LLC** (the “**Purchaser**”), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the applicable percentage specified in Schedule 1 attached hereto (the “**Purchased Claim**”), in Seller’s right, title and interest in and to Proof of Claim Number **45145** filed by or on behalf of **SBI (Mauritius) Ltd.** (“**Prior Seller**”) (the “**Proof of Claim**”) against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the “**Proceedings**”) in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), administered under Case No. 08-13555 (JMP) (the “**Debtor**”), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, “claims” as defined in Section 101(5) of Title 11 of the United States Code (the “**Bankruptcy Code**”), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller’s right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the “**Transferred Claims**”), and (d) the security or securities (any such security, a “**Purchased Security**”) relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court’s order setting the deadline for filing proofs of claim in respect of “Lehman Program Securities”; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated “Lehman Programs Securities” available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other holders of allowed LBHI Class 5 Senior Third-Party Guarantee Claims (as defined in the Plan (as defined below)); (g) the Notice of Proposed Allowed Claim Amount, dated August 24, 2011 (“**Notice**”) for the Proof of Claim provided to Purchaser is true and correct, and there have been no revisions thereto, and no action was undertaken by Seller or any of its predecessors in interest with respect to the Notice; (h) Seller or Prior Seller has received the first, second and third distributions relating to the Transferred Claims (the “**Distributions**”) in the total amount of \$175,125.16 pursuant to the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and its Affiliate Debtors, dated December 5, 2011 (the “**Plan**”), each in the same time, manner and amount as other holders of allowed LBHI Class 5 Senior Third-Party Guarantee Claims; and (i) Seller has delivered to Purchaser true and correct copies of the disbursement notices from the Debtor that set forth the Distributions paid by the Debtor on or about April 17, 2012, October 1, 2012 and April 4, 2013 on account of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

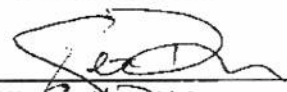
5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this May 17, 2013.

**Merrill Lynch, Pierce, Fenner
& Smith Incorporated**

By: 
Name: Meredith R. Smith
Title: Director

214 North Tryon Street,
15th Floor,
Charlotte, N.C. 28255,
USA
Attn: Meredith R. Smith
Tel: 001 980 388 4526
Email: meredith.r.smith@bam1.com

Contrarian Funds, LLC

By: Contrarian Capital Management, L.L.C as Manger

By: _____
Name: _____
Title: _____

Contrarian Capital Management, L.L.C
411 West Putnam Ave., Ste. 425
Greenwich, CT 06830
Attn: Alisa Mumola
Main 203-862-8200
Email: amumola@contrariancapital.com

Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claims be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

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**Merrill Lynch, Pierce, Fenner
& Smith Incorporated**

By: _____
Name:
Title:

214 North Tryon Street,
15th Floor,
Charlotte, N.C. 28255,
USA
Attn: Meredith R. Smith
Tel: 001 980 388 4526
Email: meredith.r.smith@bamf.com

Contrarian Funds, LLC

By: Contrarian Capital Management, L.L.C as Manger

By: _____
Name:
Title: **MICHAEL J. RESTIFO**
CFO/MEMBER

Contrarian Capital Management, L.L.C
411 West Putnam Ave., Ste. 425
Greenwich, CT 06830
Attn: Alisa Mumola
Main 203-862-8200
Email: amumola@contrariancapital.com

Schedule I

Transferred Claims

Purchased Claim

The Purchased Claim represents 100% of the Proof of Claim in the outstanding amount of US \$ 1,920,434.35 which is 100.00 % of the total Allowed Claim Amount with respect to XS0286127021 as set forth in the Notice of Proposed Allowed Claim Amount dated August 24, 2011, (Claim Number 45145)

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
Lehman Brothers Treasury Co. B.V., Issue of US \$ 7,000,000 Credit Linked Notes Guaranteed by Lehman Brothers Holdings Inc under the US \$ 60,000,000,000 Euro Medium Term Note Program	XS0286127021	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	US \$ 2,000,000.00	Floating Rate	16 February 2012	US \$ 135,491.81